



CLMC843

*Austin Fire Department  
Fire Stations 15 and 24  
Driveway Replacements*

**BIDS DUE:**

Thursday, 04-08-2021 @ 2 PM

**UPLOAD TO:**

<https://www.austintexas.gov/financeonline>

**BID SUBMISSION**



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  - c. Bid Bond and Power of Attorney



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01. Introduction
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    - b. Capabilities Statement



## Letter of Introduction

Originally founded by Carl Ballerino in 1989, HCS Inc. has grown to be a major competitor in the commercial construction industry throughout Central Texas. With over 30 years experience in the construction industry HCS Inc. has specialized in public and private general contracting and construction management. We have gained a reputation of quality performance with integrity striving to achieve the highest quality of workmanship as well as delivering timely completion.

HCS Inc. has specialized in educational institutions such as Universities, Public and Private Schools, Military, Public Housing Authority's, State, City & Federal Government Projects.

HCS Inc. has completed hundreds of projects over the years and we have a long standing relationship with many of our clients which shows our commitment to continually provide a quality and on time project completion. At HCS our commitment is to provide our clients with the utmost satisfaction in quality workmanship with uncompromised integrity.

HCS Inc. has significant experience dealing with and completing commercial construction projects. We pride ourselves with timely completion of our projects. As shown on our enclosed project list HCS Inc. has completed many multifaceted projects on or before our scheduled completion dates. HCS Inc. has completed multimillion dollar school projects over summer break, for many years and we have always been substantially complete before the opening of school, many projects are short schedule multimillion dollar jobs completed in three months. Another example of our commitment to complete projects on or before the scheduled finish date is the Waco Housing Authority apartment renovations, valued at 4.6 million dollars, which was finished six months ahead of schedule.

HCS Inc. has completed projects for many entities and a large percentage of our work continues to be with repeat clients, such as the City of Waco, Texas State Technical College, Waco Housing Authority, Austin ISD, Round Rock ISD, Texas Dept. of Health & Human Services, as well as multiple Federal agencies.

A handwritten signature in black ink that reads 'Carl Ballerino'.

Carl Ballerino, President

**HCS Inc. Commercial General Contractor**

365 Wayside Dr. Waco TX 76705 | Office 254.829.3200 | Fax 254.829.3201 | [info@hcs-gc.com](mailto:info@hcs-gc.com)



HCS Inc.  
DUNS: 87-4318876  
CAGE Code: 45ZW5  
EIN: 74-2857206  
(254) 829-3200  
[info@hcs-gc.com](mailto:info@hcs-gc.com)

## CAPABILITIES STATEMENT

HCS Inc. has been a commercial general contractor more than 30 years, not just in Central Texas, but nationwide. We specialize in educational institutions, military facilities, public housing, and parks – from municipal to federal. We have long-standing, repeat customers.

## OUR GOAL

At HCS, our commitment is to provide the utmost satisfaction in quality workmanship with uncompromised integrity. Originally founded by Carl Ballerino in 1989, HCS Inc. has grown to be a major competitor in commercial construction in Central Texas. Our goal: **Completing multifaceted projects on – or before – our scheduled completion dates.**

## KEY SKILLS AND COMPETENCIES

- Nearly four decades in construction
- Respectful, friendly relationships with customers and A/E teams
- Experienced, skilled project managers and superintendents
- From dirt work to roofing to painting to plumbing, HCS has experienced staff

## NAICS CODES

236220 – General Construction  
236116 – New Multifamily Construction  
236118 – Residential Remodelers  
236210 – Industrial Building Construction  
236220 – Commercial and Institutional Building Construction  
238110 – Poured Concrete Foundation and Structure Contractor  
238120 – Structural Steel and Precast Concrete Contractor  
238130 – Framing Contractor  
238140 – Masonry Contractor  
238150 – Glass and Glazing Contractor  
238160 – Roofing Contractor  
238170 – Siding Contractor  
238190 – Other Foundation, Structure, and Building Exterior Contractor  
238210 – Electrical Contractors and Other Wiring Installation Contractor  
238220 – Plumbing, Heating, and Air-Conditioning Contractor  
238290 – Other Building Equipment Contractor  
238310 – Drywall and Insulation Contractor  
238320 – Painting and Wall Covering Contractor  
238330 – Flooring Contractor  
238340 – Tile and Terrazzo Contractor  
238350 – Finish Carpentry Contractor  
238390 – Other Building Finishing Contractor  
238910 – Site Preparation Contractor  
238990 – All Other Specialty Trade Contractor

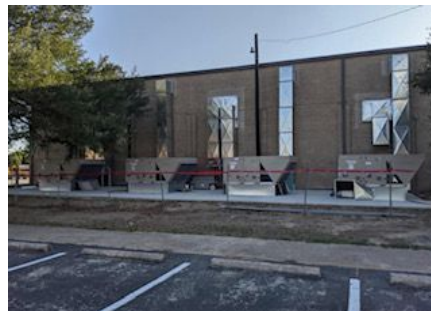




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## OUR CUSTOMERS

A large percent of our work continues to be with repeat clients: City of Waco, Waco Independent School District, Texas State Technical College, Waco Housing Authority, Austin ISD, Round Rock ISD, Pflugerville ISD, Texas Dept. of Health & Human Services, as well as multiple federal agencies such as the National Park Service, BLM, and the US Fish & Wildlife Service.





## 02. Proposal

- a. 00300L - Lump Sum Bid Form
- b. 00300L - Total Bid Form
- c. Bid Bond and Power of Attorney



**LUMP SUM BID FORM**

Section 00300L

City Manager  
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the city of Austin, Texas:

Solicitation No.:	CLMC843
Project:	FS Driveway Replacements Fire Stations #15 and #24
CIP ID No.:	8178.003

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

<b>FS 15 BASE BID</b>	.....	<b>\$ 152,000</b>
<b>FS 24 BASE BID</b>	.....	<b>\$ 205,000</b>
<b>TOTAL BASE BID</b>	.....	<b>\$ 357,000</b>

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

## Notes:

1. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

**BID GUARANTY:** A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or



## **Bidding Requirements, Contract Forms and Conditions of the Contract**

- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

**GEOTECHNICAL BASELINE ACKNOWLEDGEMENT:** The undersigned Bidder certifies that the Bidder has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

**TIME OF COMPLETION:** The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to substantially complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within One-hundred and Twenty (120) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to substantially complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

**WAIVER OF ATTORNEY FEES:** In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

**LIQUIDATED DAMAGES:** The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of Six-hundred and Sixty dollars (\$660) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of One-thousand One-hundred and Eighty dollars (\$1,180) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

## Bidding Requirements, Contract Forms and Conditions of the Contract

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

**MINOR INFORMALITY:** OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

**ADDENDUM:** The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	01-29-2021	Received	01-29-2021
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

**BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT:** The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

**BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440):** The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

**BIDDER'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475):** The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and Bidder certifies that Bidder is a resident of Texas (Bidder must write in the blank the state of which Bidder is a resident).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed, executed, and enclosed the corresponding Bid Documents with the Bid.

CB MBE/WBE Compliance Document

CB One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online

CB Bid Guaranty

**The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and**

**Bidding Requirements, Contract Forms and Conditions of the Contract**

**signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.**

*Rosemary Ballerino*

Corporate Secretary, \*if Bidder is a Corporation

[RosemaryB@hcs-gc.com](mailto:RosemaryB@hcs-gc.com)

Email for Secretary

(Seal)



[HCS Inc. Commercial General Contractor](#)

Bidder

*Carl Ballerino*

[Carl Ballerino](#)

Authorized Signature/Print Name

[President](#)

Title

[04-08-2021](#)

Date

[365 Wayside Dr., Waco, TX 76705](#)

Address

[254-829-3200](#)

Telephone Number /

[254-829-3201](#)

FAX Number

[bids@hcs-gc.com](mailto:bids@hcs-gc.com)

Email for Person Signing Bid

[bids@hcs-gc.com](mailto:bids@hcs-gc.com)

Email for Bidder's Primary Contact Person

**END**

**TOTAL BID FORM**

<b>Solicitation No.:</b>	CLMC843
<b>Project:</b>	FS Driveway Replacements Fire Stations #15 and #24
<b>Bidder:</b>	<a href="#">HCS Inc. Commercial General Contractor</a>
<b>Total Bid Amount:</b> (includes Base Bid plus any Allowances or Alternates shown in Section 00300)	<a href="#">\$357,000</a>

Notes:

1. This form will be displayed publicly in Austin Finance Online approximately one hour after the solicitation closes.
2. In the case of discrepancies between this form and Section 00300, Section 00300 takes precedence.

## BID BOND



THE MAIN STREET AMERICA GROUP



**CONTRACTOR:** (Name, legal status and address)

HCS, Inc. Commercial General Contractor  
365 Wayside Dr.  
Waco, Texas 76705

**OWNER:** (Name, legal status and address)

City of Austin, Texas  
411 Chicon Street  
Austin, Texas 78702

**BOND AMOUNT:** Five Percent of Total Amount Bid— 5% TAB —

**PROJECT:** (Name, location or address, and Project number, if any)

C.I.P. Project Number: 8178.003, Solicitation Number: CLMC843, FS Driveway Replacements; Fire Stations #15 and #24

**SURETY:** (Name, legal status and principal place of business)

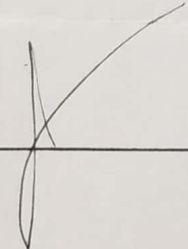
NGM Insurance Company  
55 West Street  
Keene, NH 03431


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

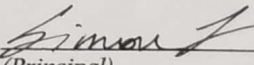
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of April, 2021.

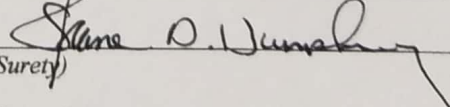
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

HCS, Inc. Commercial General Contractor

  
\_\_\_\_\_  
(Principal) (Seal)  
Simon Lucas, Project Coordinator  
\_\_\_\_\_  
(Title)

NGM Insurance Company

  
\_\_\_\_\_  
(Surety) (Seal)  
Shane A. Humphrey  
\_\_\_\_\_  
(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

68-9008 03/2015





NGM INSURANCE COMPANY  
A member of The Main Street America Group

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Shane A Humphrey, Cheryl L Humphrey** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

**1. No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

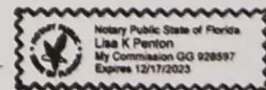
Kimberly K. Law  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lois K. Penton*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

8th day of April, 2021.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

